

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Engineering Department

AGENDA DATE: April 12, 2005

CONTACT PERSON/PHONE: Irene Ramirez, ext. 4431

DISTRICT(S) AFFECTED: Citywide

SUBJECT:

That the City Manager be authorized to sign an Agreement for Consulting Services by and between the **CITY OF EL PASO** and **SLI ENGINEERING, INC.**, for surveying services for a period of two years in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000.00). (Citywide)

BACKGROUND / DISCUSSION:

The surveyor shall be responsible to provide surveying services that include boundary, topographic, and improvement surveys, metes and bounds descriptions, aerial photogrammetric services, and construction field verification on an on-call basis.

PRIOR COUNCIL ACTION:

The City Council has not previously considered this item.

AMOUNT AND SOURCE OF FUNDING:

This item will be funded on a per project basis. The item has not been budgeted. No funding information is available. This item does not require a budget transfer.

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Agreement for Consulting Services by and between the **CITY OF EL PASO** and **SLI ENGINEERING, INC.**, for surveying services for a period of two years in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000.00). (Citywide)

ADOPTED THIS ____ DAY OF _____, 2005.

THE CITY OF EL PASO:

Joe Wardy, Mayor

ATTEST:

Richarda D. Momsen, City Clerk

APPROVED AS TO FORM:

Theresa Cullen-Garney
Deputy City Attorney

APPROVED AS TO CONTENT:

Rick Conner, P.E.
City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONSULTANT SERVICES AGREEMENT

This Agreement is made this _____ **day of** _____, **2005** by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the “City,” and **SLI ENGINEERING, INC.**, a Texas corporation, hereinafter referred to as the “Consultant.”

WHEREAS, the City desires to engage the Consultant to be available, on an “as needed” basis, to perform surveying services in connection with construction projects designed by the Owner in-house or designed by Consultants hired by the City, or other assignments on an “as needed” basis, as they may arise from time to time;

NOW, THEREFORE, for and in consideration of the promises, terms and conditions and covenants set forth below, the parties hereto agree as follows:

I. SCOPE OF WORK

A. General

- 1.** The Consultant shall perform professional services for the Project, as defined herein and as further described in Attachment “A,” which is attached hereto and made a part hereof for all purposes.
- 2.** The Consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by the Consultant under this Agreement. All survey work shall meet or exceed the standards of practice set forth by the Texas Board of Professional Land Surveying in the General Rules of Procedures and Practices. Special more stringent standards may be set by the City Engineering Department at the time of assignment of a project.
- 3.** The Consultant shall perform such professional services as may be necessary to accomplish the work required under and in accordance with this Agreement and any and all applicable Federal, State and Local laws. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its reports and other services.
- 4.** The intent of this Agreement is to contract with a Consultant fully capable of carrying out all work set forth in this Agreement.
- 5.** The Consultant shall have a Registered Professional Land Surveyor on staff to assist with the work provided herein, and shall have all equipment and personnel necessary to perform the services requested herein.

II. CONSIDERATION

A. Unit Prices

1. The City will pay the Consultant for the requested services in accordance with the unit price fee schedule attached hereto as Attachment “B” and as further set forth herein.
2. The Consultant shall submit to Owner an itemized monthly statement showing: (a) the number of hours of work performed by each principal or employee, with a description of the work performed; (b) a description of all surveying for which payment is sought; and (c) a detailed description of all expenses for which reimbursement is sought, with copies of receipts supporting all such expenses. Consultant’s statements shall be due and payable within **thirty (30) days** after receipt and approval by Owner. Overtime charges will not accrue until after the Consultant has completed **forty (40) hours** of work on any one project. Such forty (40) hours of work must be completed within one (1) normal working week, as defined by the general conditions of the applicable construction contract to be deemed overtime.
3. The unit prices stated above include the cost of salaries and wages paid to principals and employees engaged directly on the Project, with cost of fringe benefits, including but not limited to, social security contributions, unemployment, excise and payroll taxes, workers’ compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

B. Purchase Orders

1. The City will pay the Consultant upon submittal of an invoice for actual work performed in connection with each survey. The actual work shall be performed pursuant to a purchase order issued by the City. The Consultant shall not proceed with any work until such purchase order has been issued. The total amount of compensation paid to the Consultant under this Agreement shall not exceed ONE MILLION AND 00/100 (\$1,000,000.00), except upon formal written amendment to this Agreement by the parties hereto. The City Engineer or designee will notify the Consultant each time a survey is required for a designated site. The Consultant shall develop a fee proposal for the survey. Upon approval of the fee proposal by the City, the City shall arrange to issue a purchase order for the Consultant to proceed in relation to the survey. Final payment for each survey will be made on the basis of actual work performed and the unit prices in this Agreement.

2. The amount of compensation attributable to a Purchase Order issued by the City under this Agreement shall not exceed the compensation initially authorized in that Purchase Order under any conditions, except upon further written authorization. The Consultant shall promptly notify in writing the City Engineer or designee at any time that work authorized by any Purchase Order reaches **eighty percent (80%)** of the total compensation authorized by that Purchase Order. The Consultant agrees that the City Engineer can stop any work being performed by the Consultant at any time and may cancel any outstanding work under a purchase order without liability to the Consultant. The issuance of a purchase order does not guarantee any quantity of work to the Consultant.
3. In no event shall the Consultant continue to perform or furnish services pursuant to any Purchase Order issued under this Agreement if either one hundred percent (100%) of the compensation authorized in the Purchase Order or the maximum compensation authorized under this Agreement has been reached. The City shall not be responsible for payment to the Consultant for any work performed above these limitations and the Consultant hereby waives all rights to submit a claim for such additional work.

III. TIME OF PERFORMANCE

This Agreement comes into effect and full force, and is legally binding, on the date noted above. This Agreement shall remain in full force for a period of **two (2) years** from the effective date of this Agreement. The City has the option to renew this agreement for two (2) years. The Consultant will begin work within five (5) City working days of receipt of a written Purchase Order and shall complete the survey within the designated time frame for each survey as stated in the Purchase Order. Except as otherwise provided by this Agreement, the provisions of this Agreement apply to any and all obligations under Purchase Orders issued under this Agreement to the same extent and in the same manner as they apply to all other services or other obligations required by this Agreement.

IV. CITY'S RESPONSIBILITIES

The City shall:

- A. Provide the Consultant with such plans, specifications, addenda, change orders, shop drawings or other information in the possession of the City that may assist the Consultant, but the City does not warrant that such information exists, is accurate, or can be located.
- B. Coordinate the activities of the Consultant. The City Engineer or designee shall act as the City's representative with respect to the Consultant's services to be performed under this Agreement.

- C. Provide all required access, traffic control and legal authorization for the Consultant to enter each site for purposes of providing services under this Agreement.

V. **GENERAL CONDITIONS**

A. **Termination**

This Agreement may be terminated by the City upon **seven (7) days** written notice in the event of failure to perform in accordance with the terms hereof by Consultant, through no fault of the City. Additionally, the City may terminate this Agreement, without cause, upon **fifteen (15) days** written notice to Consultant. If this Agreement is terminated prior to the completion of the Project, the Consultant shall be paid to the extent services are rendered, and the Consultant will provide the City with a complete report of work completed prior to termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant and the City may withhold any payment to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

If, after serving notice of termination or default, the Owner determines that the Consultant has an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of and are beyond the control of the Consultant, the Owner after setting up a new work schedule, may allow the Consultant to continue work, or treat the termination as a termination for convenience.

The remedies herein reserved shall be cumulative and additional to any other or further remedies in law or equity. No waiver of a breach of any provisions of this Agreement shall constitute a waiver of any other breach of such provision.

B. **Insurance**

The Consultant shall secure and maintain at the Consultant's sole expense such Comprehensive Liability, Property Damage Liability, Vehicle Liability and Workers' Compensation insurance as shall protect the Consultant from workers' compensation claims under applicable state law and from all claims from bodily injury, death, or property damage which may arise from the performance of the Consultant's services under this Agreement. The Consultant shall provide or secure public liability insurance for personal injuries or death, arising out of any one accident or other cause, in a minimum sum of **TWO HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$250,000.00)** for one person and **FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$500,000.00)** for two or more persons; and in addition, shall provide property damage liability insurance in a minimum sum of **ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000.00)** for property damages arising out of any one accident or other cause, or in amounts equal to the maximum liability for damages for

municipalities for claims arising under governmental functions, provided for under the Texas Tort Claim Act, whichever is greater. Such insurance shall be available on a "per occurrence" basis for death or bodily injury or property damage, which is caused by an occurrence, which takes place during the policy period. **The Consultant shall procure and shall maintain at the Consultant's expense Professional Liability Insurance for the benefit of the City to cover the errors and omissions of the Consultant, its principals or officers, agents, or employees in the performance of this Agreement, in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).**

The Consultant shall maintain said insurance with insurance underwriters authorized to do business in the State of Texas, satisfactory to City. All policies required by this Agreement, with the exception of Workers' Compensation and Professional Liability Insurance, shall name the City, its officials, servants, agents, and employees as additional insureds. All policies shall identify the name of the City project for which the insurance is being issued. The Consultant shall, prior to the execution of this Agreement, furnish the City with a certificate from the insurance carrier showing such insurance to be in full force and effect during the entire term of this Agreement, or shall deposit with City copies of said policies, if requested by City. Said policies or certificates shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to City **thirty (30) days** in advance of the effective date thereof and shall show the type, amounts, classes of operation covered, effective dates and dates of expiration of policies.

C. Indemnification

THE CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF ANY KIND INCLUDING BUT NOT LIMITED TO ALL EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE LITIGATION, SETTLEMENT AND/OR PAYMENT OF JUDGMENT INCLUDING COURT COSTS, AND ATTORNEY'S FEES, FOR BODILY INJURY, ILLNESS, PHYSICAL OR MENTAL IMPAIRMENT TO OR DEATH OF ANY PERSON, OR FOR DAMAGE OR DESTRUCTION TO ANY PROPERTY, INCLUDING THE LOSS OF USE THEREOF OR ARISING FROM OR RELATING TO ANY ACT(S) OR OMISSION(S) OF THE CONSULTANT, ITS PRINCIPALS OR ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF ANY SERVICES FURNISHED UNDER THIS AGREEMENT

Without limiting the generality of the above, the Consultant further agrees to indemnify and hold harmless the City, its employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and

investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage resulting from the violation of any environmental law or other statute, ordinance, rule, regulation, judgment or order of any governmental or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any action or inaction of the Consultant, its employees, agents, successors or assigns, under this agreement. Consultant's obligations and liabilities under this paragraph shall continue so long as the City bears any liability or responsibility under the environmental laws or penalties for any action or inaction of the consultant as stated herein. This indemnification shall include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of any action or inaction of the Consultant, its employees, agents, successors or assigns, under this agreement. Consultant agrees that this indemnity is not an adequate remedy at law for Consultant's violation of any provision of this section. The City shall also have all other rights and remedies provided by law or otherwise provided in this agreement.

D. Independent Contractor

The Consultant is not an employee or agent of City by reason of this Agreement, or otherwise. The Consultant is an independent contractor, and shall be solely responsible for its acts or omissions arising from or relating to its performance of this Agreement.

E. Confidentiality

The Consultant agrees to notify and obtain written permission from the City prior to releasing any information to the news media, publishers, or other third party regarding the activities being conducted under this Agreement.

F. Consultant's Records

During the entire term of this Agreement and for no less than **four (4) years** thereafter, the Consultant shall maintain all of its records for the period of time required by the applicable local, state, or federal regulation, as amended. As part of such records, the Consultant shall, in accordance with generally accepted professional accounting principles, maintain records of all its expenses incurred in connection with performance of this Agreement, and shall make the same available to City upon request, for purposes of audit, examination or copying.

G. Licenses, Permits and Laws

The Consultant shall, except as otherwise provided herein, without additional expense to the City, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with the work required by this Agreement.

H. Rights to Contracted Products

All reports or products prepared by the Consultant pursuant to this Agreement, with the exception of the Consultant's administrative communications and records, shall be delivered to and become the exclusive property of the City and may be used by the City in any way it may deem appropriate.

I. Auditing Records

Consultant's records subject to audit shall include but not be limited to records which, in the City's discretion, have a bearing on matters of interest to the City in connection with the Consultant's work for the City and shall be open to inspection and subject to audit and/or reproduction by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide City's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The City or its designee shall be entitled to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this Agreement and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places

J. Time of Essence; Liquidated Damages

TIME IS OF THE ESSENCE in this Agreement. The Consultant agrees to adhere to the schedule established in each Purchase Order. Failure of the Consultant to adhere to this schedule without due cause, approved in writing by the City Engineer, or his designee, shall cause damage to the city which the Consultant agrees to compensate at the rate of ONE HUNDRED AND 00/100 DOLLARS (\$100.00) per day, without the right of setoff or counterclaims.

It is hereby understood and mutually agreed, by and between the Consultant and the City, that the date of beginning and the time for completion, as specified in each purchase order, are ESSENTIAL CONDITIONS in the Agreement; and it is further mutually understood and agreed that the work embraced in this Agreement

shall be commenced on a date within **five (5) City working days** of receipt of each purchase order.

The Consultant agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of Progress as shall ensure completion thereof within the time specified. It is expressly understood and agreed, by and between the Consultant and the City, that the time allowed for the completion of the work described in each purchase order shall be a reasonable time for the completion of the same, excepting events beyond the control of the Consultant, such as inclement weather, access difficulties, and unexpected mechanical equipment failures. The Consultant shall work diligently to overcome any such delays.

If the Consultant shall neglect, fail, or refuse to complete the work within the time specified in each purchase order, or any proper extension thereof granted by the City, then the Consultant does hereby agree, as a part consideration for the awarding of this Agreement, to pay the City the amount specified herein, not as a penalty, but as liquidated damages for such breach of Agreement as herein set forth, for each and every calendar day that the Consultant shall be in default after the time stipulated in each purchase order for completing the work.

The said amount is fixed and agreed upon by and between the Consultant and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain.

It is further agreed that **TIME IS OF THE ESSENCE** of each and every portion of this Agreement and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Agreement. The Consultant shall not be charged with liquidated damages or any excess cost when the City determines in writing that the Consultant is without fault and the Consultant's reasons for the time extension are acceptable to the City.

K. Equal Employment Opportunity

In providing services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without

regard to race, color, religion, age, sex or national origin. The Consultant shall incorporate the foregoing instruments of this section in all of its subcontracts for work to be performed on this Project.

L. Obligations of the Consultant with Respect to Third Party Relationships

The Consultant shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement.

M. Interest of Members of Local Governing Body or Other Public Officials

No member of the governing body of the City of El Paso, and no other public official of the City of El Paso who exercises any function or responsibility with respect to the program shall during his or her tenure or for **one (1) year** thereafter, have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

N. Assignment, Transfers and Subcontracts

The Consultant agrees that the obligations authorized under this Agreement are not assignable or transferable and the Consultant agrees not to subcontract any of the work authorized hereunder, without the prior written approval of the City, except as noted herein. Any fees to be charged to the City for work to be performed by subcontractors must be approved prior to the work being performed.

The Consultant shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project with respect to which assistance is being provided under this Agreement.

O. Change of Legal Status

In the event that there is a change in any way of the legal status of the entity that has entered into this Agreement with the City, including but not limited to the dissolution of a partnership or a corporate entity, the City shall have the right to: 1) immediately terminate this Agreement for convenience; 2) consent to the change in the legal status and continue under this Agreement; or 3) enter into an Agreement with any person, corporation, or association that it deems to be qualified to perform the services requested herein with no further legal obligation or liability under this Agreement.

P. Waiver

Neither the City's review, approval or acceptance of, nor payment for any of the Services performed by the Consultant shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the

performance of this Agreement. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

Q. Law Governing Agreement

The laws of the State of Texas shall govern the validity, performance, interpretation and enforcement of this Agreement. Venue shall be in El Paso County, Texas.

R. Notices

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

CITY: City of El Paso
Attn: City Manager
2 Civic Center Plaza
El Paso, Texas 79901-1196

COPY TO: City of El Paso
Engineering Department
Attn: City Engineer
2 Civic Center Plaza
El Paso, Texas 79901-1196

CONSULTANT: Georges Halloul, P.E.
SLI Engineering, Inc.
6600 Westwind
El Paso, Texas 79912

or to such other addresses that the parties may indicate to each other in writing from time to time.

S. Authorization to Enter Agreement

If the Consultant signs this Agreement as a corporation, each of the persons executing this Agreement on behalf of the Consultant warrants to the City that the Consultant is a duly authorized and existing corporation, that the Consultant is qualified to do business in the State of Texas, that the Consultant has full right and authority to enter into this Agreement, and that each and every person signing on behalf of the Consultant is authorized to do so. Upon the City's request, the Consultant will provide evidence satisfactory to the City confirming these representations.

T. Entire Agreement

This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

VI. COMPLIANCE WITH ALL LAWS - FEDERAL FUNDING REQUIREMENTS

Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the City or Consultant with respect to the use of federal funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that the following covenants shall apply throughout the performance of this Agreement because federal funds are involved and that, in the event of breach of the above covenant or breach of any of the following covenants, City shall have the right to terminate this Agreement.

A. Anti-Kickback Rules

Salaries of architects, engineers, draftsmen, technical engineers, technicians and other employees and consultants performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Sec. 874; and Title 40 U.S.C., Sec. 276c). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

B. Section 3 Clause

The following provisions are incorporated into this Agreement, as required by 24 CFR 135.20 (b):

1. To the extent that the work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project be awarded to

business concerns, which are located in or owned in substantial part by persons residing in the area of the Project.

2. The parties to this Agreement shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this agreement certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
3. The Consultant shall send to each labor organization, or representative of workers with which the Consultant has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Consultant shall include this Section 3 clause in every subcontract for work in connection with the Project and shall, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and shall not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the construction contract, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its engineers and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
6. That in the furnishing of services hereunder for the purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Consultant shall furnish such services in compliance with all other

requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

7. That in the furnishing of services hereunder for the purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Consultant shall furnish such services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulation may be amended. Consultant shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.
8. That no person on the grounds of race, creed, color, sex, age, disability or national origin shall be excluded from participation in, denied the benefits of, or is otherwise subjected to discrimination in the performance of this Agreement.

C. Access to Records

In accordance with OMB Circular A-102, Attachment "O," Sec. 4h, the City, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the City's Community Development Block Grant Program for the purpose of making audit, examination excerpts, and transcriptions.

D. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise herefrom.

E. Davis-Bacon Wages

In preparation of any cost estimates and the Project budget, described herein, the Consultant shall base such estimates and the project budget on the premise that the regulations and requirements enumerated in 29 CFR Part 5, Subpart A (Davis-Bacon and Related Act) apply to the project and must be followed and obeyed.

F. Termination for Cancellation of Grant

Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the City shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid

Notary Public, State of Texas

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledge before me on the _____ day of _____, 2005,
by **Georges Halloul, as Vice-President of SLI Engineering, Inc.**

Notary Public, State of Texas

ATTACHMENT “ A “

PROJECT SCOPE

TITLE: **Surveying Services**

LOCATION: **Citywide**

BUDGET: **\$1,000,000 / 2Years**

GENERAL DESCRIPTION:

Description of services, standards and products required of consultant performing Survey Services:

1. Types of Surveys
Perform the following types of survey work as required including but are not necessarily limited to:

- a. Setting of aerial targets with the establishment of Texas State Plane Coordinates, Central Zone;
- b. Boundary including the writing of legal descriptions;
- c. Topographic;
- d. Construction;
- e. Field check and "As Built" plans.

A given project may require any or all of the above over the various phases of design and construction of the project.

2. Deliverable Products

The products required from the consultant are:

- a. Electronic digital data contained on CD or DVD shall be readable by and compatible with the City Engineering Department's Autocad platform and shall include at a minimum coordinate information and drawings; and
- b. Hard Copy which shall include original field books and drawings (to a specified scale).

3. Standards

All survey work shall meet or exceed the standards of practice set forth by the Texas Board of Professional Land Surveying in the General rules of Procedures and Practices. Special more stringent standards may be set by the City Engineering Department at the time of assignment of a project.

Surveying Services

Page Two

SERVICES REQUIRED:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Investigation | <input checked="" type="checkbox"/> Planning |
| <input checked="" type="checkbox"/> Stakeout of Right-of-Way for
all Utility Relocations | |

PRODUCTS REQUIRED:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Right-of-Way Map | <input checked="" type="checkbox"/> Traffic Control Plan
and Const.
Sequencing Plan |
| <input checked="" type="checkbox"/> Boundary Survey | <input checked="" type="checkbox"/> Metes and Bound |
| <input checked="" type="checkbox"/> Legal Description | |

GENERAL REQUIREMENTS AND CRITERIA:

1. Design must meet all applicable City Codes and Ordinances.
2. Design must comply with Engineering Department Guidelines.
3. Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

OTHER CONSIDERATIONS:

1. Work to be coordinated with the Engineering Department.
2. This contract will be for a period of two (2) years, with the option to renew for two additional one year terms.

PROJECT SCHEDULE: (Consecutive Calendar Days)

Term of Contract is for two (2) years and an option to renew for another 2 years as needed.

SLI ENGINEERING, INC.

FEE ESTIMATE

FUNCTION CODE 150	Project Manager	Registered Surveyor	Surveying 2-Man Crew	Surveying 3-Man Crew	Surveying 4-Man Crew	Senior Designer	Engineering Tech.2	Total
	1	1	1	1	1	1	1	
TOTAL HOURS	1	1	1	1	1	1	1	
SALARY RATES	\$29.72	\$41.00	\$27.50	\$34.77	\$40.78	\$27.50	\$20.23	
DIRECT SALARY COST	\$29.72	\$41.00	\$27.50	\$34.77	\$40.78	\$27.50	\$20.23	
SALARY BURDEN (AUDIT 7/2/91), (35.%)	\$10.40	\$14.35	\$9.63	\$12.17	\$14.27	\$9.63	\$7.08	
OVERHEAD MULT. (150%)	\$44.57	\$61.50	\$41.25	\$52.16	\$61.17	\$41.25	\$30.35	
PROFIT (11%)	\$9.32	\$12.85	\$8.62	\$10.90	\$12.78	\$8.62	\$6.34	
SUBTOTAL	\$94.00	\$129.70	\$87.00	\$110.00	\$129.00	\$87.00	\$64.00	

The company's name is SLI Engineering, Inc. A registered Texas Corporation

Georges Halloul will sign the contract

The hourly rate for a full time construction inspector is \$85.00

The hourly rate and title for all personnel to be used on this project is listed in the table above.